



**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, CALIFORNIA 90242
(562) 940-2501



RICHARD SHUMSKY
Chief Probation Officer

December 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE CLERICAL SERVICES FOR THE
PROBATION DEPARTMENT AT FIELD AREA OFFICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTE)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the clerical services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve the attached contract with PDQ Personnel Services, Inc. (PDQ), for the provision of clerical services for the Probation Department at an estimated annual amount of \$1,815,757 for the period of January 21, 2005 through January 20, 2006, with an option to renew for four (4) additional 12-month periods.
3. Instruct the Chairman, Board of Supervisors, to sign the attached contract.
4. Delegate authority to the Chief Probation Officer to extend the contract term for (4) four additional 12-month periods, upon approval as to form by County Counsel.
5. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding 10% of the contract price and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with PDQ, for clerical services for the Probation Department at Field Area Offices.

The Probation Department has utilized contracted clerical services since 1987. The current contract is scheduled to expire on January 20, 2005. Approval of this contract will enable the Probation Department to continue receiving clerical services at Field Area Offices. A competitive solicitation process was conducted and PDQ was determined to be the highest ranked proposer.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the Countywide Strategic Plan, Organizational Goal #2, Workforce Excellence, Organizational Goal #3, Organizational Effectiveness and Organizational Goal #4, Fiscal Responsibility. Implementation of the recommendations will enable the Probation Department to continue receiving high quality, efficient clerical services.

FINANCIAL IMPACT/FINANCING:

Attachment II compares the cost of contract services with the costs the County would incur if the clerical services were to be provided by County employees. The annual savings to the County is estimated at \$868,702. Because the annual number of hours to be provided cannot be projected with certainty given Departmental needs and the location of where the services are actually to be provided, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with the community business enterprises.

Adequate funds are provided in the FY 2004/05 Budget to finance the contract payments. The proposed contract includes provisions for non-appropriation of funds and Budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1987, Probation has contracted for clerical services at Field Area Offices. Probation has a need to continue utilizing these services at its designated work locations. The scope of work for this contract includes providing clerical services at up to twenty-nine (29) area offices.

The contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at less cost than County cost.

Pursuant to County Code Chapter 2.121.330, the Probation Department conducted a competitive solicitation process which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and the Internal Services Department's website.

The tort liability under this contract will be the same as that under the preceding contract. There is no departmental employee relations impact as these services have been contracted since 1987. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The Department evaluated and determined that the Living Wage applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code Chapter 2.201).

The Auditor-Controller has reviewed the contract for cost effectiveness and concurs that the contract is cost effective.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees. Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

The contract contains cost of living adjustment (COLA) language that is subject to and consistent with the County Board of Supervisors' Policy No. 5.070 dated January 29, 2002.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized. Through the solicitation and competitive negotiation process, approximately eighty-five (85) letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department website (Attachment V). As a result, twenty-one (21) potential providers requested copies of the RFP, thirteen (13) potential providers attended the mandatory bidder's conference, and eight (8) proposals were received.

An evaluation committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, evaluated a total of eight (8) proposals received on July 30, 2004 as a result of the RFP issued on June 18, 2004.

The proposals were evaluated using an initial screening "pass/fail" process that was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Act 1 Personnel Services and AppleOne Employment Services did not pass the initial screening, and did not proceed to the final evaluation process.

The proposals submitted by CoreStaff Services, Helpmates Staffing Services, Ladera Career Paths, PDQ Personnel Services Inc. (PDQ), Scott & Cooper Staffing, Simpson &

Simpson Business and Personnel Services passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) proposed fee/price, 2) plan for providing required services, 3) quality control plan, 4) experience and capability and 5) references and history of any labor law violations. PDQ was determined to be the lowest responsible proposer and received the highest overall score by the Evaluation Committee. PDQ currently provides good services to Probation under another contract and has made a firm commitment to comply with all RFP requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy., Rm. A66
Downey, CA 90242
Attention: Yolanda Young
Contracts & Grants Mgmt. Division

PDQ Careers
777 South Figueroa Street, Suite 2500
Los Angeles, CA. 90017
Attention: Janet C. Ault
President and CAO

Respectfully submitted,

RICHARD SHUMSKY
Chief Probation Officer

RS:mc

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Attachments (5)

c: Chief Administrative Officer
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PDQ PERSONNEL SERVICES, INC.

FOR

CLERICAL SERVICES FOR THE

LOS ANGELES COUNTY PROBATION DEPARTMENT

AT FIELD AREA OFFICES

January 21, 2005 – January 20, 2006

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PDQ PERSONNEL SERVICES, INC.
FOR
CLERICAL SERVICES FOR THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT AT FIELD AREA OFFICES**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, hereinafter referred to as County and PDQ Personnel Services, hereinafter referred to as Contractor. Contractor is located at 777 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

RECITALS

WHEREAS, the Los Angeles County Probation Department has a continuing need to provide clerical services to keep records on minors and adults processed through the Probation system; and

WHEREAS, County may contract with private business for such service if certain requirements are met pursuant to Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121; and

WHEREAS, Contractor is duly qualified to engage in the business of providing the required services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide long-term clerical services to County; and

WHEREAS, the Board of Supervisors has found it is feasible and cost effective to contract for the services contemplated by this contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - Forms Required at the Time of Contract Execution
- 1.6 EXHIBIT E1- Employee's Acknowledgement of Employer
- 1.7 EXHIBIT F - Jury Service Ordinance
- 1.8 EXHIBIT G - Safely Surrendered Baby Law
- 1.9 EXHIBIT H - Confidentiality of CORI Information
- 1.10 EXHIBIT I - Notice to Employer Regarding the Federal Earned Income Credit

Unique Exhibits:

Prop A - Living Wage Program

- 1.11 *EXHIBIT J - Living Wage Ordinance*
- 1.12 *EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments*

1.13 *EXHIBIT L - Payroll Statement of Compliance*

1.14 EXHIBIT M – Performance Requirements Summary

1.15 EXHIBIT N – List of Area Offices

This Contract, the Exhibits, and the Contractor's proposal dated July 30, 2004, hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.

2.7 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this contract shall commence January 21, 2005 through January 20, 2006. It may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.

4.2 The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed \$1,815,757 as long as the total annual number of hours does not exceed 133,120. If the total annual number of hours does exceed 133,120, payment shall continue to be made at the agreed upon per hour rates. (See Exhibit B). Notwithstanding

said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Probation Department at the address herein provided.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The

Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate Area Office where services are being performed (Refer to Exhibit N).
- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.6 Cost of Living Adjustments (COLA's)

The contract hourly amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-

Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

6.1 County's Contract Manager

Responsibilities of the County's Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- meeting with Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;
- overseeing the day-to-day administration of this Contract.

The County's Chief Probation Officer is authorized to make any changes in any of the terms and conditions of this Contract and is authorized to further obligate County in any respect whatsoever.

6.2 County's Contract Monitor

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR PROJECT DIRECTOR

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Director. The CONTRACTOR'S Project Director for this contract is Jose Mata. The Project Director or an approved alternate shall be assigned on site when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Sunday, including all County holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

- 7.1.1 When contract work is being performed at times other than described above, or when the Project Director cannot be present and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.
- 7.1.2 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.
- 7.1.3 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 7.1.4 The Project Director must have a minimum of three (3) years demonstrated previous experience within the last three (3) years providing the contracted services.
- 7.1.5 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.2.1 Other Contractor Personnel

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Exhibit H, Confidentiality of CORI).

7.2.2 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge.

Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

7.4.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

7.4.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

- 7.4.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.4.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 7.4.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.4.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRCATOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR

shall cause each employee performing services covered by this contract to sign and adhere to the "Employee Acknowledgment of Employer", Exhibit E1.

7.5.2 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.5.3 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Exhibit H) regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to Contract Manager within five (5) business days of start of employment.

7.5.4 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by Probation to any approved delegate or assignee on any claim under this Contract shall be deductible, at Probation's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Probation's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

Before the receipt of a fully executed copy of this contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to contracts, or other documents as may be required by the COUNTY.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this contract, or amend such other items and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by County's Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole

discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and

expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6.3 Regulations

CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-

paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract.

No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who

meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in

order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs

shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via

communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Employee's Acknowledgement of Employer"*, Exhibit E1. Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Contract Manager.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to

and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Martin Corral, Contract Analyst
9150 East Imperial Highway
Downey, CA. 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities

entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the

Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees, with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the contract.

8.25.5 Crime Coverage

NOT APPLICABLE TO THIS CONTRACT

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the

County, will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer deems are correctable by the Contractor over a certain time span, the Chief Probation Officer will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit M*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable

Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal

or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Contact Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated below, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA. 90242

Written notice shall be sent to CONTRACTOR'S Project Director addressed as follows:

PDQ Personnel Services, Inc.
9841 Airport Boulevard, Suite 800
Los Angeles, CA. 90045
Attn: Jose Mata

(310) 342-3777 x. 303

Jmata@pdqcareers.com

8.34.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.34.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Manager. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Martin Corral, Contract Analyst
9150 East Imperial Highway

Downey, CA. 90242

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 – Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 – Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.
- 8.42.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 8.42.5 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.42.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in the CONTRACTOR'S program.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

- A. Contractor has materially breached this Contract;
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of

Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole

option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of Probation, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

- 8.43.6 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter

2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

- b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a

living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports

shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of

the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the

Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per

day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of

employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. Contractor is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

This section is not applicable.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

This section is not applicable.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

This section is not applicable.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
(Chairman), Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

PDQ Personnel Services, Inc.

By _____
Name

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel

By _____
Gordon W. Trask
Principal Deputy County Counsel

EXHIBIT A

CONTRACT STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The CONTRACTOR(s) shall provide experienced individuals to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the Probation Department at Field Area Offices. Services shall be provided at up to twenty-nine (29) area offices (see Exhibit N). A maximum of sixty-four (64) qualified skilled typists should be available per given day. Said personnel shall provide clerical services on Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. In addition, said personnel shall provide one clerk at each office for receptionist coverage at least, but not limited to, one evening each month as determined by COUNTY between the hours of 5:00 p.m. and 8:00 p.m. Individuals shall possess the skill requirements level listed below and as described in Exhibits A1 and A2.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

Due to population changes, budgetary constraints and other Departmental needs, the COUNTY reserves the right to schedule greater or fewer personnel than herein described to meet operational considerations.

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit M, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often

inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.38, "Record Retention and Inspection".
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records is maintained while in the care of CONTRACTOR'S employees
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR(s). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit M,

“Performance Requirements Summary”, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

5.0 DEFINITIONS

5.1 Acceptable Quality Level AQL – A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Exhibit M. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S services.

- 5.2 Adult/Juvenile Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.
- 5.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(s) of faulty service. The CDR requires response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.4 Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 5.5 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.6 Enforcement - The Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 5.7 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by COUNTY to ensure contract performance standards are met by the CONTRACTOR(s). (Exhibit M.)
- 5.8 Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 5.9 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.

- 5.10 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the PRS.
- 5.11 Quality Control Plan - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements set forth in the Performance Work Statement.
- 5.12 User Complaint Report (UCR) - A report prepared by Probation personnel in order to inform the QAE of incidents involving faulty performance by the CONTRACTOR.
- 5.13 Workday – Normal workdays are Monday through Friday, 8:00 a.m. to 5:00 p.m., and at least, but not limited to, one evening each month between the hours of 5:00 p.m. and 8:00 p.m.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

6.2 Furnished Items

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below.

6.2.1 General

The COUNTY shall provide all necessary forms and letterheads required in the performance of services contained in this RFP.

6.2.2 Equipment

6.2.2.1 The COUNTY will provide all office equipment necessary to perform the services described hereunder.

6.2.2.2 A complete inventory of all equipment as well as its specific condition will be taken by CONTRACTOR(s) and the COUNTY at the start of the contract. In the event CONTRACTOR'S employees damage the equipment or the facility by reason of abuse or carelessness as determined by COUNTY, CONTRACTOR(s) will repair or replace as determined by COUNTY any and all damages to equipment and facility within fifteen (15) calendar days. In the event CONTRACTOR(s) does not repair or replace equipment or damage to facility, the COUNTY will do so and will charge the CONTRACTOR(s) for all expenses by deducting such payment from CONTRACTOR'S monthly invoice(s).

6.2.3 Facility

Workspace for contract personnel is provided within assigned work location.

6.2.4 Parking

Parking for CONTRACTOR'S personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR(s) will be responsible for paying the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR(s) or CONTRACTOR'S employees.

6.2.5 Forms

COUNTY will provide all necessary forms to process probation cases and letterheads required in the performance of services contained in this contract.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate that is assigned locally and be available for telephone contact between 8:00 a.m. and 5:00 p.m., Monday through Sunday, including COUNTY holidays.

When contract work is being performed at times other than described above, or when the Project Manager cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Manager.

6.3.2 Project Manager shall act as a central point of contact with the County. Project Manager shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of clerical services or functions of similar scope.

6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.4 The Project Manager shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.3.5 COUNTY shall have the right of review and approval of the Project Manager. COUNTY shall have the right of removal of the Project

Manager and any replacement recommended by CONTRACTOR(s).

6.4 Personnel

- 6.4.1 The CONTRACTOR(s) shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.
- 6.4.2 CONTRACTOR(s) shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at CONTRACTOR'S expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hours notice.
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is two (2).
- 6.4.4 The CONTRACTOR(s) shall ensure that by the first day of employment, all persons with access to juvenile and/or adult records and arrest information, and Probation Department case information have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Exhibit H.)
- 6.4.5 The CONTRACTOR(s) shall not employ any person seventeen (17) years of age or younger to fulfill the required services.
- 6.4.6 Personnel provided by CONTRACTOR(s) shall present a neat appearance and be properly attired.

- 6.4.7 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Director.
- 6.4.8 When personnel are needed for a job with public contact, the COUNTY Contract Manager may, at his or her sole discretion, direct the CONTRACTOR(s) to replace any of the personnel the COUNTY Contract Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise make it inappropriate for such persons to be in contact with the public or Probation clients.
- 6.4.9 COUNTY reserves the right to have Contract Manager or designated alternate interview any or all prospective employees of CONTRACTOR(s).
- 6.4.10 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of subsections 6.4.10.1 through 6.4.10.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 6.4.10.1 No personnel employed by CONTRACTOR(s) or subcontractor(s) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

- 6.4.10.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 6.4.10.3 COUNTY reserves the right to preclude CONTRACTOR(s) from employment or continued employment of any individual for this contract service at this facility.
- 6.4.10.4 CONTRACTOR(s) and employees of CONTRACTOR(s) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.
- 6.4.10.5 The CONTRACTOR(s) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 6.4.10.6 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR(s) to recover expense. The current amount is \$32.00 per record check and is subject to change by the State.

6.5 Identification Badges

- 6.5.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name,

physical description, and company, at CONTRACTOR'S expense. Such badge shall be displayed on employee's person at all times he/she is within the confines of the facility.

6.6 Security

6.6.1 CONTRACTOR'S employees are subject to reasonable dress codes when assigned to COUNTY facilities; must conduct themselves in a reasonable manner at all times, must not cause any disturbance; must not bring visitors into the facility; must not bring in any form of weapons or contraband; are subject to search; and are otherwise subject to all rules and regulations of the facility.

6.6.2 The CONTRACTOR(s) shall immediately report to the clerical supervisor any accidents and/or loss of equipment and supplies.

6.7 Training

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling and proper use of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

The CONTRACTOR(s) will be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR(s), upon request, with a list of COUNTY holidays.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an

invoice to County's Project Director within five (5) working days after completion of the work.

- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

A sample of the types of functions and duties which the Probation Department may require are as follows:

10.1 Skilled Typist

The skilled typist shall use personal computers and standard electric typewriters. This includes typing forms with correct spelling and punctuation, setting up simple tabulations, type correspondence, envelopes and making corrections as required. CONTRACTOR'S employees must have experience in general typing with the necessary minimum typing speed of forty (40) net words per minute (w.p.m.).

- 10.2 The skilled typist who will perform under the COUNTY supervision all clerical services necessary to process juvenile and/or adult probation cases. The CONTRACTOR(s) is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing and available for long-term assignments of at least twelve (12) months duration.

- 10.3 CONTRACTOR(s) shall provide clerical personnel who will meet the following requirements:

- 10.3.1 Must have at least one (1) year of clerical experience involving typewriting or a certificate, Associate of Arts degree in clerical procedures, or office administration from an accredited college;

- 10.3.2 Must possess general clerical skills, such as filing and answering phones;

10.3.3 Must be temperamentally capable of meeting and handling the public;

10.3.4 Must have good work habits;

10.3.5 Must be capable of performing the specific assignments described in Exhibits A1 and A2.

10.4 Delivery

CONTRACTOR(s) will be required to provide personnel within twenty-four (24) hours after receipt of order; however, if the required number of personnel has not arrived within forty-eight (48) hours, the COUNTY reserves the right to cancel the order and purchase the services from other sources. COUNTY also reserves the right to bill CONTRACTOR(s) for any excess costs for similar services acquired by COUNTY from other sources.

10.5 Overtime

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation Department representative.

10.6 Assignment of Unqualified Personnel

The COUNTY reserves the right to require any personnel of CONTRACTOR(s) assigned to COUNTY to take an on-site performance test to determine typist skills. In the event, CONTRACTOR'S personnel do not meet the minimum typist standards, CONTRACTOR(s) shall immediately replace personnel within twenty-four (24) hours with personnel possessing the required skills. The COUNTY shall not be charged by CONTRACTOR(s) for the services of the employee(s) replaced.

10.7 Self Monitoring Reports

CONTRACTOR(s) shall prepare monthly reports that indicate the level of and type of services rendered to the Probation Department. The CONTRACTOR will submit this report to COUNTY Quality Assurance Evaluator (QAE) and COUNTY Contract Manager by the 10th working day

of the following month for which services were rendered. Report format and content is subject to final COUNTY review and approval.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A standard level of performance will be required of CONTRACTOR(s) in the areas of general clerical services. Exhibit M summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit M, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.

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EXHIBIT A1

JOB DESCRIPTION

Skilled Typist Definition: Does skilled typing on a typewriter or computer, possesses ability to operate electronic text-editing word processing equipment to produce typed copy, and performs specialized clerical work.

Example of Duties:

Typewrites abstracts of documents requiring extreme accuracy or independent judgment in selecting information.

Operates word processing equipment entering, editing, storing and retrieving data to produce typed copy of a variety of documents using established coding and stored formats.

Produces rough and final typed copy of a variety of documents requiring individualized formats such as letters, forms, charts, and reports; makes entries from typed, written, or dictated material; uses appropriate coding instructions to control spacing and format, and to enter, edit, store, and retrieve data.

Processes documents according to a predetermined but specialized procedure for such purposes as recording and coding court papers.

Checks documents for completeness, accuracy, and compliance with legal and other requirements.

Answers questions and gives information to the public.

Keeps records of a nature requiring specialized knowledge, discrimination and judgment in the selection, compilation, or computation of data to be included.

Operates office machines such as calculators, personal computers, photocopying machines, facsimile machines and electric typewriters.

Compares or segregates documents in cases where specialized knowledge of the function and more than a routine check for accuracy are involved.

Performs receptionist duties, answer telephones and takes messages.

Answers telephone inquiries and provides directions to the public.

Processes court documents.

Compile and type reports.

Minimum Requirements

See typical Duty Statement, Exhibit A2

Typing Rate: **Forty (40) net words per minute.**

One year office clerical experience involving a typewriter or a certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

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EXHIBIT A2

DUTY STATEMENT

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon the office.

Job Function: Juvenile Investigation

1. Processes petitions and referrals from police and other agencies
2. Open civil court case
3. Enter compliance data into computer
4. Access JAI and JCMS terminals and input data
5. Process District Attorney (DA) packets
6. Prepare California Youth Authority (CYA) packet
7. Type citation
8. Close 652 case
9. Process CAD case
10. Process double JAI/PDJ numbers
11. Process juvenile restitution and fines

Job Function: Juvenile Supervision

1. Process JAI and JCMS alter lists, late lists, and calendar lists
2. Process and distribute Juvenile Court reports and Civil Court reports
3. Process minute orders/box copies
4. Process bench warrant case
5. Set-up case for supervision

6. Enter court disposition into JAI and JCMS
7. Process supervision case transfers
8. Process juvenile expirations
9. Close civil court case
10. Process dismissal/termination/CYA/out-of-County transfer case
11. Process juvenile restitution and fines
12. Process placement packets
13. Process forms for Foster Care Information System (FCIS)

Job Function: Adult Investigation

1. Process Application for Probation (IB) and court referrals
2. Process District Attorney files
3. Access and input data in computer
4. Process cancellation of probation number
5. Prepare transcribing calendar
6. Consolidate files
7. Access JDIC terminal upon request for information
8. Process court ordered dispositions
9. Calendar IBs and referrals

Job Function: Adult Supervision

1. Calendar set-on slips and motions
2. Forward court reports to court (supervision and investigation)
3. Process court orders in APS

4. Process request for missing court orders
5. Process court orders and prepare other case documents
6. Process new supervision case (adult trims)
7. Process subsequent court-ordered dispositions
8. Process supervision case
9. Process case transfers
10. Process adult expirations
11. Process adult commitments
12. Process bench warrant pick-ups and supplementals
13. Process transcripts
14. Process adult restitution and fines

Job Function: Receptionist

1. Answer telephones
2. Take messages
3. Meet the public
4. Initiate the IB process
5. Contacts Deputy Probation Officer to inform him/her of clients waiting
6. Access juvenile and adult systems for lookups

Job Function: Auxiliary Services

1. Photocopy documents
2. Process mail
3. Liaison between court and County agencies

4. Send Western Union messages
5. Type gram, memorandums, letters, forms, etc.
6. Compile information and prepare reports
7. Seal records
8. Interpret for Spanish-speaking clientele
9. Perform miscellaneous tasks

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EXHIBIT B

PRICING SCHEDULE

	<u>Year I</u>	<u>Year II</u>	<u>Year III</u>	<u>Year IV</u>	<u>Year V</u>
Annual Fixed					
Hourly Rates	<u>\$13.64</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____.</u>
Annual Fixed					
Hourly Overtime					
Rate	<u>\$19.31</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____.</u>

The quantifiable methodology PDQ will use for annual adjustment to the hourly fees for the succeeding years of the contract will be based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any adjustment.

Any cost increase for the succeeding years of the contract will be implemented only in accordance with the policy of the Probation Department and/or County Board of Supervisors' policy.

* Information taken directly from Contractor's proposal. COLAs to Contractor by County of Los Angeles will only be given based on Section 5.6, set forth in the RFP.

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

PROPOSED CONTRACTOR IS NOT THE CURRENT CONTRACTOR.

Following information from Contractor's proposal:

"PDQ knows that a good start-up plan begins with identifying the PDQ staff who will be responsible for servicing the contract." Proposal then lists Project Director and Alternate Project Director.

Proposal then describes recruitment process, discusses screening process, briefing of candidates, how they will ensure qualified staff and discusses their testing procedures.

PDQ will have a pre-job conference with the Probation Department and the Office of Affirmative Action and Compliance. PDQ may be able to utilize current contacted staff on assignment, if the individuals wish to work for PDQ Personnel Services, Inc.

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

EXHIBIT E1: EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

Copy must be forwarded by CONTRACTOR(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

EXHIBIT F
Jury Service Ordinance

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract, exceed \$500,000.
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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EXHIBIT G

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT H

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

EXHIBIT I
Internal Revenue Service
Notice 1015

(Rev. October 2001)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015

**TITLE 2 ADMINISTRATION
CHAPTER 2.201 LIVING WAGE PROGRAM**

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the

implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a

contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in

annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirement Summary lists the required services which will be monitored by the Probation Department during the term of this contract; the required standard of service; the maximum deviation from the standard which can occur before damages can be assessed; the method of COUNTY surveillance; and the monetary damages for exceeding the maximum deviation from the standard.

Quality Assurance

Each month, the CONTRACTOR'S performance will be evaluated comparing the required service (as stated in the Performance Work Statement) with the Acceptable Quality Levels (AQLs), using the methods of surveillance. If the CONTRACTOR'S performance falls below the AQL, a monthly percentage/rate will be deducted from the contract for that performance factor.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User complaints
- Random samplings
- 100% inspections

Criteria for Determination of Payment

CONTRACTOR(s) shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR(s), within thirty (30) days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary section of this RFP (Refer to Part E, Section 5.0).

If performance of service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR(s) to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Report (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by random sample inspections, user complaints or site visits, the figures in Column 5 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 3. The resulting dollar amount is the amount of the monetary damages for performance variance which shall be assessed on CONTRACTOR.

Corrective Action

The CONTRACTOR(s) shall be required to immediately correct those activities found by Probation to be unacceptably performed. Because the sample represents the entire lot (the total number of correct files for the day, week, or month sampled), the correction of defects found by Probation shall not improve the overall rating of that service.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD FOR EACH LOCATION	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Provide staff upon request	Log maintained by County	Personnel received within 24 hours	5%	100% inspections, user complaints, random samplings	Up to \$50 per employee per day beyond 48 hours
Provide clerks 8 a.m. to 5 p.m. shift, Monday thru Friday	All posts covered	Desks covered 8 hours daily	5%	100% inspections, user complaints, random samplings	Up to \$20 per employee per day
Provide at least1 clerk for 5:00 p.m. to 8:00 p.m. shift, receptionist coverage, once a month	Post is covered	Desk covered for that 3 hour period	0%	100% inspections, user complaints, random samplings	Up to \$20 per employee per day
Provide staff for long-term assignments	Log maintained by County	Turn-over rate not exceed 25% on an annualized basis	0%	100% inspections, user complaints, random samplings	Actual County cost if available and no payment to Contractor for employees in training, as determined by County
Clerical personnel available to cover all positions at all times	Each post covered	Staff available to provide shift relief at the beginning	10%	100% inspections, user complaints, random samplings	Up to \$20 per occurrence per day.
Clerical personnel meets minimum requirements listed in RFP	Work performed per requirements	40 net words per minute. Work performed accurately and timely.	10%	100% inspections, user complaints, random samplings	No payment for employee who fails to meet County requirements
Unacceptable employees replaced promptly	Personal Record Work performance	Replace within 24 hours	0%	100% inspections, user complaints, random samplings	Up to \$50 per employee per occurrence
Prepare and submit monthly self-monitoring reports	Completed monthly reports	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$50 per occurrence
Security	Staff conduct and attitude	All security requirements adhered to	0%	100% inspections, user complaints	Up to \$20 per occurrence
Emergency conditions	All posts covered	Desks covered 8 hours daily	5%	100% inspections, user complaints	Up to \$20 per occurrence
Employee Benefits	County/Contractor records	Adhere to County requirements	0%	100% inspections, random samplings	\$200 per employee per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed.	County/Contractor records	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$100 per employee per occurrence

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD FOR EACH LOCATION	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Fingerprint Contractor's current employees and prospective employees prior to employment.	County/Contractor records	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check.	County/Contractor records	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$100 per employee per occurrence
Quality Control Plan	Quality Control Plan and records of its implementation	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions	County/Contractor records	Adhere to County requirements	0%	100% inspections, user complaints, random samplings	Up to \$50 per occurrence

Administrative Services

Bureau

9150 E. Imperial Hwy.
Downey, CA. 90242

Alhambra Area Office

200 W. Woodard Ave.
Alhambra, CA 91801

Antelope Valley Office

42011 4TH St. West Suite
1900
Lancaster, CA 93534

Antelope Valley Sub-Office

321 East Avenue K-4
Lancaster, CA. 93535

Centinela Area Office/CAI

1330 W. Imperial Highway
Los Angeles, CA 90044

Central Records, Juvenile Files

3965 S. Vermont Ave
Los Angeles, CA. 90037

Crenshaw Area Office

3606 W. Exposition Blvd
Los Angeles, CA 90016

East Los Angeles Area Office

144 S. Fetterly Ave.
Los Angeles, CA 90022

ESF Valley Office

14414 Delano St.
Van Nuys, CA 91401

Firestone Area Office

8526 S. Grape St.
Los Angeles, CA 90001

Foothill Area Office

199 N. Euclid
Pasadena, CA 91101

Harbor Area Office

3221 Torrance Blvd.
Torrance, CA 90503

Intake Detention and Control

1601 Eastlake Ave.
Los Angeles, CA. 90033

Northeast Juvenile Justice Center

1601 Eastlake Ave.
Los Angeles, CA. 90033

Kenyon Juvenile Justice Center

7625 S. Central Ave.
Los Angeles, CA. 90001

Long Beach Area Office

415 W. Ocean Blvd.
Long Beach, CA 90802

Lynwood Juvenile Justice Center

11701 Alameda Street
Lynwood, CA. 90262

Central Placement

1605 Eastlake Ave.
Los Angeles, CA. 90033

Pomona Valley Area Office

1660 W. Mission Blvd.
Pomona, CA 91766

Rio Hondo Area Office

8240 S. Broadway
Whittier, CA 90606

Riverview Area Office

12310 Lower Azusa Rd.
Arcadia, CA 91006

San Gabriel Valley Area Office

11234 E. Valley Blvd, Suite 302
El Monte, CA 91731

Santa Monica Area Office

1725 Main St.
Santa Monica, CA 90401

South Central Area Office

200 W. Compton Blvd., Suite
300
Compton, CA 90220

Valencia Sub-Office

23759 Valencia Blvd.
Valencia, CA 91355

Van Nuys Juvenile Area Office

14540 Haynes Street
Van Nuys, CA 91411

Independent Living Program

3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

EXHIBIT N **Listing of Area Offices**

Placement Quality Assurance

11701 S. Alameda St., Rm.
3205
Lynwood CA 90262

TANF Application Unit

7639 S. Painter Ave.
Whittier, CA 90602

COUNTY reserves the right to determine actual number of contract employees assigned to each work location and to change the designated area office.

ATTACHMENT II

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Comparison of Estimated Avoidable Costs
To the Cost of Contracting Clerical Services
At Field Area Offices
Fiscal Year 2004/2005**

	<u>DIRECT</u>	<u>COUNTY</u>	<u>COST INCREASE (DECREASE) FROM CONTRACTING</u>
Net Salaries		\$ 1,862,939.60	
Employee Benefits		<u>\$ 821,519.11</u>	
TOTAL PERSONNEL COST		\$2,684,458.71	
Services & Supplies		\$0	
Fixed Assets		<u>\$ 0</u>	
TOTAL DIRECT COST		\$2,684,458.71	
<u>INDIRECT</u>			
Avoidable Overhead		<u>\$ -0-</u>	
TOTAL AVOIDABLE COST			(\$2,684,458.71)
<u>DIRECT</u>		<u>CONTRACT</u>	
CONTRACT COST		<u>\$1,608,089.60</u>	
<u>INDIRECT</u>			
Employee Retraining	\$0		
Monitoring	\$0		
Other	<u>\$207,667.20</u>		
TOTAL INDIRECT COST		<u>\$207,667.20</u>	
TOTAL CONTRACT COST			<u>\$1,815,756.80</u>
ESTIMATED COUNTY SAVINGS FROM CONTRACTING			<u>\$ 868,701.91</u>
Percent of Savings			32.36%

PROPOSITION A CONTRACTING CONTRACT EMPLOYEE BENEFITS

Each CONTRACTOR shall provide the following information on employees' benefits to be provided to all personnel assigned to this contract service:

COMPANY NAME:

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Contractor

Health Plan

☒ yes ☐ no

Dental Plan

☒ yes ☐ no

Vision Plan

☒ yes ☐ no

Life Insurance

☒ yes ☐ no

Retirement Plan

yes ☒ no

Holidays

of days per yr.

Sick Leave

of days per yr.

Vacation

of days per yr.

In lieu of regularly scheduled vacation days or pay, PDQ pays a bonus check equal to one week's pay to employees who have worked 1500 hours (approximately 9 months). Bonuses are recurrent upon additional 1500 hours worked.

Employee Only Premium

Health Plan

\$ _____ per month/ _____ % paid by employer

\$ 74.20 per month/ 100 % paid by employee

Hospital Inpatient Plan pays 250.00 ^{PER DAY} up to 7,500.00 and 100% thereafter

Office Visits

\$ 15.00 co-pay, \$ 1000. per year maximum

Dental Plan

\$ _____ per month/ _____ % paid by employer

\$ 19.26 per month/ 100 % paid by employee

Office Visits

\$ N/A co-pay, \$ 500.00 per year maximum
after a \$50.00 deductible.

	Vision Plan	\$ _____ per month/ _____ % paid by employer
		\$ <u>4.36</u> per month/ <u>100</u> % paid by employee
Term	Life Insurance Plan	\$ _____ per month/ _____ % paid by employer
		\$ <u>6.68</u> per month/ <u>100</u> % paid by employee
	Retirement Plan	\$ _____ per month/ _____ % paid by employer,
		\$ _____ per month/ _____ % paid by employee

Family Coverage Available

	Health Plan	\$ _____ per month/ _____ % paid by employer
		\$ <u>220.84</u> per month/ <u>100</u> % paid by employee
	Hospital Inpatient Plan	pays <u>250</u> ^{PER DAY TO A MAXIMUM OF \$7,500.00} % up to \$ _____ and 100% thereafter
	Office Visits	\$ <u>15.00</u> co-pay, \$ <u>1000.00</u> per year maximum
	Dental Plan	\$ _____ per month/ _____ % paid by employer
		\$ <u>55.28</u> per month/ <u>100</u> % paid by employee
	Office Visits	\$ <u>N/A</u> co-pay, \$ <u>500.00</u> per year maximum after a \$50.00 deductible.
	Vision Plan	\$ _____ per month/ _____ % paid by employer
		\$ <u>9.12</u> per month/ <u>100</u> % paid by employee
	Office Visits	DISCOUNTED PLAN, PARTIAL REIMBURSEMENTS \$ _____ co-pay, \$ _____ per year maximum

 Provide Benefits/Coverage for Health, Dental and/or Vision. (Include information about co-insurance, co-payments, deductibles, out-of-pocket limits, etc.)

Please see our list of additional benefits, which follows this page.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Clerical Services Bidder's list is attached. (Attachment IV-A)

- III. On final analysis and consideration of award, Simpson & Simpson Business and Personnel Services was selected without regard to sex, religion, race, color, or creed.

- IV. The Organization Information Form for PDQ Personnel Services, Inc. is attached as Attachment IV-B.

ATTACHMENT IV-A

Alternatives & Solutions, Inc.
4497 Emerald Street
Torrance, CA 90503

Acro-Service Corporation
40 North Altadena Drive
Pasadena, CA. 91107

Karion Business Professions
5143 East Pine
Fresno, CA. 93727

Doctor's Transcribing Service
P.O. Box 1416
Torrance, CA 90505

Accutrans
1105 Howard
Glendale, CA 91207

Overflow Business Services
197 Racquet Club Drive
Compton, CA 90220

Ladera Career Paths
6820 La Tijera Blvd., Ste. 217
Los Angeles, CA90045

Jasco Word Processing Services
1904 East San Luis Street
Compton, CA 90220

Personnel Plus
12052 East Imperial Highway
Norwalk, CA 90650

Latino Chamber of Commerce
P.O. Box 173
Compton, CA 90223

Compton Chamber of Commerce
205 South Willowbrook
Compton, CA 90220

Snelling Temporaries
490-C W. Arrow Highway
San Dimas, CA 91773

Eagle Transcribing Services
19252 Worchester Lane
Huntington Beach, CA 92627

P & G Services
823 East 106th Street
Los Angeles, CA 90002

Extra Job Employment Agency
13458 Verdura Avenue
Downey, CA 90242

PDQ Personnel Services
5900 Wilshire Blvd., 4th Floor
Los Angeles, CA 90036

Personalized Business Services
3982 Degnan Boulevard
Los Angeles, CA 90008

Minute Man, Inc. Temporary Help Service
P.O. Box 710
Bell, CA 90201

Dial Personnel Associates
145522 East Whittier Boulevard
Whittier, CA 90605

Remedy Temp
101 Enterprise
Aliso Viejo, CA 92656-2604

Sage Personnel Resources
27201 Tournay Road, Suite 202
Valencia, CA 91355

Volt Temporary Services
1100 E. Orangethorpe Ave., #100
Anaheim, CA 92801-1144

SEO Transcribing Service
23123 Frisca Drive
Valencia, CA 91355

T & R Secretarial Pool
823 East 95th Street
Los Angeles, CA 90002

Caban Resources
5117 W. 134th Street
Hawthorne, CA. 90250

National Personnel Services
2225 Via Fernandez
Palos Verdes Estates, CA 90274

RD & Associates
1249 Diamond Bar Blvd., Ste. 339
Diamond Bar, CA 91765

Bogard Temps, Inc.
116 N. Maryland Avenue, Ste. 110
Glendale, CA 91206

Son Roms Business Services
249 E. 158th Street
Gardena, CA 90248

Jaro's Professional Word Processing Service
3436 West 43rd Street
Los Angeles, CA 90008

E. Reider Enterprises
4660 W. Point Loma Blvd.
San Diego, CA 92107

Celestial Studios
12130 South Atlantic Avenue
Lynwood, CA 90262

Bogard Temps, Inc.
16501 Ventura Blvd., Ste. 202
Encino, CA 91436

First Image Management Company
19701 South Hamilton Avenue, Ste. 130
Torrance, CA 90508

Top Tempo / Future Employment
4801 Wilshire Boulevard, #230
Los Angeles, CA. 90010

Diaz Group
P.O. Box 3871
Montebello, CA 90640

Rose Kindel Marketing
Hilton Office Center
900 Wilshire Blvd., Ste. 1030
Los Angeles, CA 90017

Accounts Overload
6 Centerpoint Drive, Suite 250
La Palma, CA 90623

Jabren Professional Services
3053 Rancho Vista Blvd., Ste. H226
Palmdale, CA 93551

National Secretarial Service
5214 Yolanda
Tarzana, CA 91356

Act I Personnel Services
1999 W. 190th Street
Torrance, CA. 90504

A.P.R. Consulting, Inc.
22632 Golden Springs Drive, Suite 330
Diamond Bar, CA 91765-4180

Career Advantage Personnel Service
1215 East Airport Drive Ste. 125
Ontario, CA 91761

IDI Personnel Services
3560 Santa Anita Avenue, Suite J
El Monte, CA 91731

Lisa Eredia Secretarial Service
14256 Amar Road
La Puente, CA 91746

Partners In Diversity
6033 West Century Boulevard, #895
Los Angeles, CA. 90045

JM Staffing
540 East Foothill Boulevard, #200
San Dimas, CA. 91773

Emerald Agency
5230 Pacific Concourse Drive, Ste. 200
Los Angeles, CA 90045

J.M. Temporary Services & Affiliates, Inc.
615 East Foothill Blvd., Ste. A
San Dimas, CA 91773

Network Staffing
9171 Wilshire Blvd., Ste. B
Beverly Hills, CA 90210

Total Quality Staffing Service
13191 Crossroads Parkway N., Ste. 143
City of Industry, CA 91746

Jorema, Inc.
2419 11th Avenue
Los Angeles, CA 90018

Precision Plus Word Processing
131 West Mariposa Street
Altadena, CA 91101

Staff Support
11835 W. Olympic Blvd., Ste. 1125
Los Angeles, CA 90064

Taylor Dane Personnel Services
336 North Poinsettia Place
Los Angeles, CA 90036

Cindy's Professional Service
811 N. Plantation Lane
Walnut, CA 91789

Progressive Business Services
8613 South Cimarron Street
Los Angeles, CA 90047

IB Network
5830 Green Valley Circle, #312
Culver City, CA. 90230

DNICA
5606 Geer Avenue
Los Angeles, CA 90016

Micro Tech
2103 Den Mead Street
Lakewood, CA 90712

Professional Services Group
1170 S. Windsor Boulevard
Los Angeles, CA 90019

Right Choice Business Services
5813 Jadette Street
Alta Loma, CA 91737

Roberts & Associates
1227 S. Arlington Avenue
Los Angeles, CA 90019

Select Temporary Services
6180 Laurel Canyon, Ste. 165
North Hollywood, CA 91606

Washington Associates
1207 W. 83rd Street
Los Angeles, CA 90044

RCA & Associates
5608 Valley Glen Way
Los Angeles, CA 90043

Riley Office & Management Control
115 W. California Ave., #147
Pasadena, CA 91105

President
California Computer
9050 Telegraph Rd., #101
Downey, CA 90240

Cawley Personnel Services
180 S. Lake Avenue
Pasadena, CA 91101

Cal State Maintenance
15353 Gale Avenue
City of Industry, CA 91745

Chairman and CEO
Accounts Overload
10990 Wilshire Boulevard 14th Floor
Los Angeles, CA 90024-9935

Chrysalis Labor Connection
516 So. Main Street
Los Angeles, CA 90013

Branch Manager
KIMCO
12070 Telegraph Road, Suite 300
Santa Fe Springs, CA 90670

General Manager
Chrysalis Labor Connections
516 South Main Street
Los Angeles, CA 90013

Simpson & Simpson Business
3600 Wilshire Boulevard, Ste. 1710
Los Angeles, CA 90010

The Wentworth Company, Inc.
479 West 6th Street (The Arcade Bldg.)
San Pedro, CA 90731

U.S. Temp Services
420 R. Broadway
Glendale, CA 91205
Attn: Ed Martinez, Sales Manager

Helpmate - Staffing Services
900 Wilshire Blvd., Suite 914
Los Angeles, CA 90017
Attn: Julia Bolden, Branch Manager

Corestaff Services
6100 Wilshire Boulevard, #150
Los Angeles, CA. 90048

GDK Enterprises
3030 Saturn Street
Brea, CA. 92821

R.L. Klein
3939 Atlantic, #100
Long Beach, CA. 90807

Spherion Corporation
4727 Wilshire Boulevard, #204
Los Angeles, CA. 90010

AppleOne
990 Know Street
Torrance, CA. 90502

VOLT
7431 Florence Avenue
Downey, CA. 90241

RapidText
1801 Dove Street, #101
Newport Beach, CA. 92660

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: PDQ Personnel Services, Inc.

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	
	<input type="checkbox"/> Other (Please Specify) _____					
TOTAL NUMBER OF EMPLOYEES (including owners): 20						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	3
Hispanic/Latino					2	
Asian or Pacific Islander						3
American Indian						
Filipino					1	
White		1	3	3		3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency, complete and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
County of LA - Office of Affirmative Action Compliance		XX			August 19, 2005
WMBE Clearinghouse		XX			March 6, 2005

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature <i>Janet C. Ault</i>	Title: Corporate Secretary	Date: July 29, 2004
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Bid Detail Information

Bid Number : 6400404

Bid Title : Prop. A Clerical Services at Field Area Offices for the Los Angeles County Probation Department

Bid Type : Service

Department : Probation

Commodity : ADMINISTRATIVE SERVICES, ALL KINDS

Open Date : 6/18/2004

Closing Date : 7/30/2004 12:00 PM

Bid Amount : N/A

Bid Download : Not Available

Bid Description : The County of Los Angeles Probation Department is soliciting proposals from qualified CONTRACTORS to provide clerical services for the Probation Department at Area Offices.

The required services will include providing the most efficient and economical temporary clerical services by providing experienced clerical staff who are qualified skilled typists available for long-term assignments at up to twenty-nine (29) Probation area offices.

The County of Los Angeles (hereinafter referred to as "COUNTY") proposes to compensate CONTRACTOR monthly, in arrears, on a fixed hourly rate basis. The contract will be awarded through competitive negotiations and recommended to the Los Angeles County Board of Supervisors pursuant to Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121 (Proposition A). The CONTRACTOR'S conformance with the RFP minimum requirements, proposed fee/price, plan for providing required services, quality control plan, experience and capability, and references and history of any labor law violations will be considered in the award of the contract.

Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Martin Corral, Contract Analyst
Contracts & Grants Management Division
Los Angeles County Probation Department
9150 E. Imperial Highway, Room B-62
Downey, CA 90242
(562) 940-2675

There will be a Mandatory Bidder's Conference where COUNTY representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Bidder's Conference will be held on Wednesday, July 7, 2004, 9:00 a.m., at the Lynwood Regional Justice Center, 11701 Alameda Street, Lynwood CA, 90262. There is a \$3.00 charge for parking at this facility. Those planning to attend must notify Mr. Corral by 12:00 p.m., PDST, Tuesday, July 6, 2004.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST ON FRIDAY, JULY 30, 2004.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

1. Attend the Mandatory Bidder's Conference scheduled for July 7, 2004.
2. Submit a proposal by 12 p.m., PDST, Friday, July 30, 2004.
3. CONTRACTOR'S annual cost is less than the County's cost to perform the same services.
4. The proposal includes compliance with the requirements of the County's Living Wage Program (Los Angeles County Code, Chapter 2.201). Prospective contractors should carefully read the Living Wage Program and the pertinent living wage provisions, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further consideration.
5. Demonstrate a minimum of three (3) years experience within the last three (3) years providing long-term clerical services, including skilled typists.
6. Have an administrative business office located within or adjacent to the County of Los Angeles.
7. Identify a full-time Project Director with a minimum of three (3) years experience within the last five (5) years providing the above services who will oversee the contract operations.
8. Have qualified staff experienced in providing the above services who can type at the minimum typing speed requirement of forty (40) net words per minute.
9. Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future

employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN or GROW participants access to the CONTRACTORS employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

10. CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTOR'S and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

11. The proposal is properly organized regarding content and sequence, as required in Part D of the RFP.

12. The proposal contains all the required forms.

Contact Name : Martin Corral

Contact Phone# : (562) 940-2675

Contact Email : martin_corral@probation.co.la.ca.us

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